

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

Michael Dahdah,)	Case No. 2:22-cv-11863-SJMDRG
)	
Plaintiff,)	Hon. Judge Stephen J. Murphy, III
)	U.S. District Judge
v.)	Hon. David R. Grand
)	U.S. Magistrate Judge
Rocket Mortgage, LLC,)	
)	
Defendant.)	

DECLARATION OF MICHAEL DAHDAH

I, Michael Dahdah, hereby declare as follows:

1. I am the Plaintiff in this action, an adult, and have firsthand knowledge of the information contained in this Declaration.
2. About a week before June 27, 2022, I started receiving many calls from Defendant Rocket Mortgage.
3. I have no account with Rocket Mortgage and have had no business dealings with them.
4. I have never given Rocket Mortgage permission to call me and never gave Rocket Mortgage my number.
5. I have been on the Do Not Call registry since 2017.
6. I answered some of the calls before June 27th.
7. On at least one call I answered, there was a pause, and then they said they were from Rocket Mortgage and were offering mortgage products.
8. On that call, I told them I was not interested and to stop calling. I believe I answered more than one call before June 27th and told them to stop calling.

Ex. 1

9. On at least one of the calls I answered before June 27th, there was silence, then I was disconnected. There was no prerecorded message or opt out mechanism. I believe this happened more than once.

10. The calls may have stopped for a few days and then began again on June 27, 2022. I recorded receiving 8 calls between June 27 and June 30th. The calls came at all hours and woke me at 5 o'clock in the morning.

11. I answered at least one call of the 8. There was a pause and then someone came on. They again said they were from Rocket Mortgage offering mortgage products. I again told them to stop calling me, but the calls continued for several more days.

12. I received at least two calls after telling Rocket Mortgage to stop calling the first time before June 27th, and at least two calls after I told them to stop call the second time with the calls beginning June 27th. At least a week passed after I told them to stop calling the first time before the calls finally stopped.

13. I am the sole user of my telephone number and have never authorized anyone to use my number.

14. I did look for mortgage products in late 2020 and early 2021. I was not looking for mortgage products after the summer of 2021 and was not looking in 2022.

15. I have reviewed the documents attached to Rocket Mortgage's Motion to Compel Arbitration and the information therein appears correct and the IP addresses match with mine.

16. When reviewing the submission attached to the Motion to Compel Arbitration from my cellular telephone, I was able to see the clear text and color of all the information on the page, except that which was in gray.

17. I did not even notice the information in gray as it was generally below the big calculate button that had a large font and bright color.

18. The information in gray was tiny and was very illegible. I have 20/20 vision.

19. The website did not contain a check box that said by checking here you are agreeing to certain conditions, as I would expect if I was being asked to agree to something. I always read the terms before I agree to anything.

20. I could not read any of the information below the calculate button in gray, or for that matter any of the information in grey.


21. I never saw anything that would even suggest or hint at the fact that I would be bound to an arbitration clause, let alone with Rocket Mortgage. If I had seen that I was giving up my right to go to court on the website, or other disagreeable terms, I would not have agreed to those terms.

22. None of the information in gray was conspicuous, as it was in much smaller font than the rest of the page and in a color that was much less visible than the surrounding materials, which were crystal clear. There were large colorful buttons and information all over the page that distracted from the small grey information.

23. I would have believed that the calculate button was simply to provide me with a calculation of potential savings, and not binding me to anything.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 11/05/2022, 2022



Michael Dahdah